

FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

1 Richard R. Barker
2 Acting United States Attorney
3 Todd M. Swensen
4 Assistant United States Attorney
5 Kate M. Moore
6 Law Clerk
7 Post Office Box 1494
8 Spokane, WA 99210-1494
9 Telephone: (509) 353-2767

APR 11 2025

SEAN F. MCAVOY, CLERK
_____, DEPUTY
YAKIMA, WASHINGTON

8 UNITED STATES DISTRICT COURT
9 FOR THE EASTERN DISTRICT OF WASHINGTON

10 UNITED STATES OF AMERICA,

Case No.: 1:24-CR-2062-ACE-1

11 Plaintiff,

12 UNSUPERVISED PRETRIAL
13 DIVERSION AGREEMENT

14 v.

15 TAYLOR E. PRYSE,

16 Defendant.

17 Plaintiff United States of America, by and through Richard R. Barker, Acting
18 United States Attorney for the Eastern District of Washington, Todd M. Swensen,
19 Assistant United States Attorney, and Kate M. Moore, Law Clerk, and TAYLOR E.
20 PRYSE (hereinafter "Defendant"), and by and through Defendant's counsel, Gregory
21 L. Scott, agree to the following Unsupervised Pretrial Diversion Agreement.

22 A. **CHARGE**

23 Beginning on or about March 18, 2023, and continuing until on or about May
24 20, 2023, in the Eastern District of Washington, within Yakima County, Defendant,
25 while on land of the United States reserved by the United States for public use, did
26 unlawfully cut or destroy trees standing and growing, to wit: live trees within the
27 boundary of Okanogan-Wenatchee National Forest, all in violation of 18 U.S.C.
28

1 § 1853, a Class A misdemeanor. The charging instrument is an Information filed at
2 ECF No. 1.

3 **B. POTENTIAL OUTCOMES**

4 If Defendant is convicted as charged in the Information filed at ECF No. 1, he
5 will be subject to a sentence that may include the following:
6

7 (1) A term of imprisonment of not more than one (1) year;
8 (2) A term of supervised release of not more than one (1) year;
9 (3) Up to a \$100,000.00 fine; and,
10 (4) A \$25.00 special penalty assessment.

11 **C. ELEMENTS OF THE OFFENSE**

12 The United States and Defendant agree that in order to convict Defendant of
13 unlawfully cutting or destroying trees standing and growing upon any land of the
14 United States, to wit: live trees within the boundary of Okanogan-Wenatchee National
15 Forest, in violation of 18 U.S.C. § 1853, the United States would have to prove
16 beyond a reasonable doubt the following elements:
17

18 (1) The Defendant unlawfully cut or destroyed trees; and
19 (2) The cut or destroyed trees were growing or standing upon any land of the
20 United States.

21 **D. WAIVER OF CONSTITUTIONAL RIGHTS**

22 By entering into this Agreement, Defendant is knowingly and voluntarily giving
23 up the following constitutional rights:
24

25 (1) The right to a speedy and public trial;
26 (2) The right to a jury trial;
27 (3) The right to see, hear, and question the witnesses;
28 (4) The right to remain silent at trial;
 (5) The right to testify at trial;
 (6) The right to compel witnesses to testify; and

1 (7) The right to appeal a judgment of guilt.

2 Defendant understands that he is entitled to a bench trial, during which a
3 judicial officer would determine whether the United States proved Defendant guilty of
4 the charged conduct beyond a reasonable doubt.

5 Defendant knowingly, intelligently, and voluntarily waives each of the rights
6 set forth above, and his right to a trial of this case by the Court.

7 **E. TOLLING**

8 Defendant stipulates and agrees to toll the running of all applicable statutes of
9 limitations and any time-based defenses for the Covered Conduct. This tolling shall
10 run from the date the Agreement is signed by all parties until the Agreement expires
11 or is terminated by the Court. Defendant stipulates and agrees that the Agreement's
12 tolling provision does not abridge or curtail the applicable statute of limitations in any
13 way, but rather extends the applicable statute of limitations by the period of time that
14 the Agreement is in effect.

15 Defendant further expressly waives indictment and all rights to a speedy
16 indictment and/or trial pursuant to the Sixth Amendment of the United States
17 Constitution, 18 U.S.C. § 3161, Federal Rule of Criminal Procedure 48(b), and any
18 applicable Local Rules of the United States District Court for the Eastern District of
19 Washington for the period during which this Agreement is in effect.

20 **F. AGREEMENTS REGARDING THE FACTUAL BASIS**

21 The United States and Defendant agree that the facts set forth in the Factual
22 Basis section of this Agreement constitute a sufficient factual basis for a judicial
23 finding that Defendant unlawfully, willfully, and knowingly cut and destroyed any
24 tree growing, standing, or being upon any land of the United States in violation of 18,
25 U.S.C. § 1853. The United States and Defendant agree that the United States could
26 prove the facts in the Factual Basis beyond a reasonable doubt at trial, and that the
27 facts in the Factual Basis are sufficient for the Court to make findings and enter
28 judgment against the Defendant on the charge set forth in the citation.

1 The United States and Defendant agree that if Defendant violates the terms of
2 this Agreement, the Court may accept the Factual Basis as true and may impose
3 judgment accordingly, without conducting further factual inquiry.

4 The United States and Defendant agree that if the Court finds that Defendant
5 has violated any term of this Agreement, neither the United States nor Defendant will
6 do any of the following at any proceeding:

- 7 (1) Dispute that the Factual Basis is sufficient to support the charge;
- 8 (2) Present any evidence or facts that are not in the Factual Basis;
- 9 (3) Make any attempt to prove or negate any element of the charge; or
- 10 (4) Make any argument that any element of the charged offense has not been
11 established by the Factual Basis.

12 **G. FACTUAL BASIS**

13 On or about May 18, 2023, United States Forest Service (“USFS”) Officers
14 (“officers”) discovered the remnants of six live trees that had been cut down at two
15 locations within the boundary of Okanogan-Wenatchee National Forest. Both
16 locations are along Bethel Ridge Road (FS 1500.114), in areas where the cutting and
17 removal of live trees is prohibited by federal law. As a response to this evidence and
18 reports of similar illegal cutting of live trees in the area, Officers set up two game
19 cameras to capture the identity of the suspects.

20 On May 25, 2023, Officers returned to the area and discovered that six more
21 live trees had been cut down and processed in the area where the game cameras had
22 been set up. Game camera footage from the early morning of May 20, 2023, showed
23 two individuals—later determined to be Defendant and co-defendant Matthew J.
24 Schmierer (hereinafter referred to as “co-defendant Schmierer”)—cutting green trees
25 using chainsaws and other tools. Photos and footage also captured two pickup
26 trucks—one blue Ford F-150 hauling a black trailer, and a silver Ford F-350, leaving
27 the area loaded with wood rounds appearing to be Douglas Fir trees. Officers later
28 determined that Defendant owned the Silver Ford F-350, and that co-defendant

1 Schmierer owned the black trailer. Golden Gate Hop Ranches, Inc. owned the Blue F-
2 150 pickup truck.

3 On June 2, 2023, USFS Timber Management Assistant (“TMA”) personnel and
4 officers returned to the area and confirmed the recently cut trees were Douglas Firs.
5 Later that week, TMA reported that based on the location and type of wood, the value
6 of the cut timber (12 Douglas Fir trees) would be \$1,850 as firewood, or \$2,360 as
7 sawtimber.

8 On June 21, 2023, officers arrived at the co-defendant Schmierer’s residence
9 where they observed a large pile of cut wood. Co-defendant Schmierer admitted to
10 cutting green trees on one occasion with Defendant, without a Forest Products Free
11 Use Permit. After admitting to cutting wood with Defendant, co-defendant Schmierer
12 gave the officers permission to seize the wood in his property.

13 On June 21, 2023, officers interviewed Defendant in the driveway of his
14 residence. During the interview, Defendant admitted to cutting trees in the
15 FS1500.114 area at two separate locations and on two separate occasions. After
16 initially claiming he only cut dead trees, Defendant admitted to cutting the live trees
17 because it was too difficult to find dead ones near the road. Officers asked if
18 Defendant would show them the wood on his property, which he agreed to do.
19 Defendant showed the officers a pile of wood, which the officers estimated to be
20 between 7-8 cords of wood. Defendant told officers that they could return and collect
21 the wood the following day.

22 On June 22, 2023, officers returned to Defendant’s residence to seize the cut
23 timber. Upon arriving, they discovered that approximately half to three quarters of the
24 wood on Defendant’s residence had been removed with heavy machinery tracks
25 surrounding the wood pile area.

26 Accordingly, Defendant acknowledges and agrees that on or about March 18,
27 2023, and continuing until on or about May 20, 2023, the Defendant, did unlawfully
28 cut or destroy trees standing and growing, to wit: live trees within the boundary of

1 Okanogan-Wenatchee National Forest, on land of the United States, in violation of 18
2 U.S.C. § 1853.

3 **H. DEFENDANT'S OBLIGATIONS**

4 The Defendant acknowledges and agrees that pursuant to the terms of this
5 Agreement, he shall do the following:

- 6 (1) Defendant shall refrain from obtaining woodcutting permits for any
7 National Forests within the Eastern District of Washington for 18 months
8 from the date of entry of the Agreement;
- 9 (2) Defendant shall pay \$1,500.00 in restitution to United States Forest
10 Service. Defendant shall provide proof of payment to the United States
11 Attorney's Office for the Eastern District of Washington within 12
12 months of the Court's entry of this Agreement onto the docket;
- 13 (3) Beginning on the Court's entry of this Agreement onto the docket, the
14 Defendant shall obey all laws and shall not commit any violations of
15 federal, state, or local law while this Agreement is active. Civil and non-
16 criminal traffic violations will not constitute "violations" for purposes of
17 this subparagraph of this Agreement. This obligation applies for the term
18 of this Agreement.

19 **I. THE UNITED STATES' OBLIGATIONS**

20 For a term of 18 months, beginning on the Court's entry of this Agreement onto
21 the docket, the United States will not pursue prosecution of the Defendant in the
22 Eastern District of Washington for the conduct charged in the Information filed at
23 ECF No. 1. Further, the United States will move to dismiss the citation after the
24 completion of the 18-month restrictions and payments have been satisfied, so long as
25 the Defendant complies with his obligations as set forth in this Agreement.

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J. AGREED PROCEDURES

The United States and the Defendant agree that the following procedures will govern this Agreement and its execution:

VS TP does not KMRM

(1) The United States and the Defendant agree to seek a continuance of this case for a term of 18 months after the Court's entry of this Agreement onto the docket. If the Defendant complies with his obligations as set forth in this Agreement, the United States will move to dismiss with prejudice the charge in the information at ECF No. 1 filed no earlier than 18 months after the Court's entry of this Agreement onto the docket. The United States' agreement to dismiss with prejudice the Information upon the Defendant's successful compliance with this Agreement and to not bring any additional charges against the Defendant based on information in its possession at the time of this Agreement, that arise from conduct that is either charged in the Information or identified in discovery produced in this case or foreclose the United States' ability to bring new or additional future charges against the Defendant in any other charging instrument, based upon other unrelated information.

(2) For a term of 18 months after the Court's entry of this Agreement onto the docket, the United States may allege at any time that the Defendant has violated the terms of this Agreement or has failed to comply with one or more of his obligations under this Agreement. If the United States makes such an allegation, the Court may conduct a hearing to determine if the Defendant has violated the terms of the Agreement. The United States and the Defendant understand that if the Court concludes that he has violated the terms of the Agreement, the Court may take any next step that the Court deems just, including, but not limited to, the following:

(a) The Court may remove the Defendant from pretrial diversion, accept the Factual Basis set forth in this Agreement as true, enter a judgment

1 of conviction on the underlying charge, and impose sentence on the
2 underlying charge without any further inquiry into the facts
3 supporting the charge;

4 (b) The Court may order that the Defendant continue with the conditions
5 of pretrial diversion; and/or

6 (c) The Court may order additional or different conditions of pretrial
7 diversion.

8 (3) The United States and the Defendant understand and agree that by
9 accepting this Agreement and entering it into the Court's docket, the Court
10 makes no findings or conclusions regarding the facts of the case or the
11 offense alleged.

12 **K. INTEGRATION CLAUSE**

13 The United States and the Defendant acknowledge that this document
14 constitutes the entire Pretrial Diversion Agreement between the United States and the
15 Defendant, and no other promises, agreements, or conditions exist between the United
16 States and the Defendant concerning the resolution of this case. This Agreement is
17 binding only upon the United States Attorney's Office for the Eastern District of
18 Washington, and cannot bind other federal, state, or local authorities. The United
19 States and the Defendant agree that this Agreement cannot be modified except in
20 writing, signed by the United States and the Defendant.

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4 **APPROVALS AND SIGNATURES**

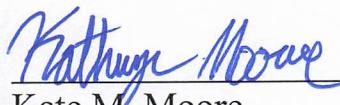
5 Agreed and submitted on behalf of the United States Attorney's Office for the
6 Eastern District of Washington.

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9 Richard R. Barker
10 Acting United States Attorney

11 
12 Todd M. Swensen
13 Assistant United States Attorney

4/11/2025

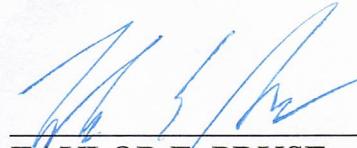
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16 Kate M. Moore
17 Law Clerk

4/11/2025

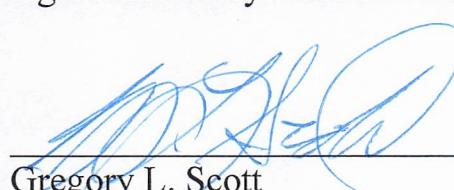
Date

18 I have read this Agreement and have carefully reviewed and discussed every
19 part of the Agreement with my attorney. I understand and voluntarily enter into this
20 Agreement. Furthermore, I have consulted with my attorney about my rights, I
21 understand those rights, I waive them as set forth in this Agreement and no one has
22 threatened or forced me in any way to enter into this Agreement. I further understand
23 that by agreeing to continue this matter as set forth in this Agreement, I am agreeing
24 to follow the procedures set forth in this Agreement. I understand the conditions of
25 this Agreement and agree that I will comply with those conditions.

1 
2 TAYLOR E. PRYSE
3
4

5 4/11/25
6 Date
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8 I have read this agreement and have discussed its contents with my client. The
9 Agreement accurately and completely sets forth the entirety of the agreement between
10 the parties. I concur in my client's decision to enter into this Agreement. There is no
11 legal reason why the Court should not accept this Agreement.

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13 Gregory L. Scott
14 Attorney for Defendant
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10 11 APRIL 2025
11 Date
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